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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
Eugene Division

LAWRENCE JAMES SACCATO,

Plaintiff,

vs.

DANIEL N. GORDON P.C.,

Defendant,

FIA CARD SERVICES,
a.k.a. Bank of America

Co-Defendant.

Case No. 10-6111-HO

**DEFENDANT DANIEL N.
GORDON P.C.'S CONCISE
STATEMENT OF FACTS**

1. The defendant law firm does not report or furnish information to credit or consumer reporting agencies (as defined by 15 USC § 1681a(f)). The defendant law firm did not report or furnish any information about plaintiff to any credit or consumer reporting agency relating to the subject debt or any other matter. The defendant law firm specifically denies that it reported or furnished any information about plaintiff to any “national credit reporting agencies” as alleged in plaintiff’s complaint. (Declaration of Matthew R. Aylworth, ¶6.)

DEFENDANT DANIEL N. GORDON P.C.’S CONCISE
STATEMENT OF FACTS -1

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2. The defendant law firm never received any notice from a credit or consumer reporting agency that the plaintiff was disputing his debt.

3. The defendant law firm regularly collects delinquent consumer credit card accounts for its client Co-Defendant FIA Card Services. FIA Card Services issues and administers consumer credit card accounts for Bank of America. On September 10, 2009, the defendant law firm received a request from FIA Card Services to collect a credit card debt owed by plaintiff. FIA Card Services provided the defendant law firm with the credit card account number, plaintiff's date of birth and his Social Security number. According to the information received from FIA Card Services, the plaintiff had last made payment on his account on February 17, 2009, and owed a total of \$24,207.37. (Declaration of Matthew R. Aylworth, ¶3.)

4. Based on the information received from FIA Card Services, the defendant law firm understood and believed that the plaintiff had voluntarily sought credit from FIA Card Services by using his credit card and incurring substantial debt, that plaintiff had failed to pay his bill, and that it was authorized to commence collection activities. (Declaration of Matthew R. Aylworth, ¶4.)

5. According to the express terms of the credit card agreement between Bank of America and the plaintiff, the plaintiff agreed to the terms and conditions upon its first use. (Declaration of David A. Jacobs, ¶1, and Ex. A, p 13-14, and Ex. 1.)

6. The plaintiff admits that he had a "Bank of America" credit card that he used for his personal needs, and that he lost his ability to make payments on his account after losing his job (Declaration of David A. Jacobs, ¶2, and Ex. B.)

7. In order to obtain location information on the plaintiff the defendant law firm purchased plaintiff's credit report from Equifax. The location information is used to send

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a demand letter and serve a summons and complaint, if necessary. (Declaration of Matthew R. Aylworth, ¶5.)

8. When ordering the credit report from Equifax, the defendant law firm identified itself as the requesting party, and provided a general certification that the purpose for the request was in connection with the collection of an account arising out of a credit transaction initiated by the plaintiff, and that the information would not be used for any other purpose. (Declaration of Matthew R. Aylworth, ¶5.)

DATED this 13th day of July, 2010.

LUVAAS COBB
Attorneys for Defendant Daniel N. Gordon, P.C.

By: /s/ David A. Jacobs
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Trial Attorney